DOUGLAS COUNTY, NV

2018-915789

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06/20/2018 10:38 AM

NEVADA POWER COMPANY DBA NV ENERGY

KAREN ELLISON, RECORDER

APN(s): 1220-31-002-002

The undersigned hereby affirms that this document, including any exhibits hereby submitted for recording does not contain the personal information of any person or persons (Per NRS 239B.030)

RECORDING REQUESTED BY: WHEN RECORDED MAIL TO:

Land Resources NV Energy P.O. Box 10100 MS S4B20 Reno, NV 89520

GRANT OF EASEMENT

Victor M. Pozzo and Sandra Pozzo, husband and wife as joint tenants, ("Grantor"), for One Dollar (\$1.00) and other good and valuable consideration – receipt of which is hereby acknowledged – and on behalf of itself and its successors and assigns, grants and conveys to Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy ("Grantee") and its successors and assigns a perpetual right and easement:

- to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("Utility Facilities") upon, over, under and through the property legally described in Exhibit A attached hereto and by this reference made a part of this Grant of Easement ("Easement Area");
- for ingress and egress to, from, over and across the Easement Area for the allowed purposes
 defined in numbered paragraph 1 above and for all other activities permitted by this
 agreement;
- 3. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 3 above.

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RW# 0586-2018 Proj. #3002371815

Project Name: E-275 HWY 88-RES-E-POZZO

GOE (Rev. 2017)

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Grant of Easement. Grantor and Grantee further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

[signature page follows]

APN(s): 1220-31-002-002 RW# 0586-2018 Proj. #3002371815

Project Name: E-275 HWY 88-RES-E-POZZO

GOE (Rev. 2017)

GRANTOR: VICTORM. POZZO AND SANDRA POZZO SIGNATURE	
Sandra Pozzo SigNATURE Sandra Pozzo	
STATE OF California COUNTY OF Los Argeles) ss.	
This instrument was acknowledged before me on JUNE 8th , 2018 by Victor M. Popozzo.	zzo and Sandra
Signature of Notarial Officer	
Notary Seal Area ASH SOHAL COMM. # 2172173 HOTARY PUBLIC-CALIFORNIA LOS ANGELES COUNTY MY COMM. EXP. Nov. 17, 2020	

APN(s): 1220-31-002-002 RW# 0586-2018 Proj. #3002371815 Project Name: E-275 HWY 88-RES-E-POZZO GOE (Rev. 2017)

ACKNOWLEDGMENT

A notary public or other officer completing this

certificate verifies only the identit who signed the document to while attached, and not the truthfulnes validity of that document.	ty of the individual ch this certificate is			
State of California County of Los Argele	e <u>s </u>			
_	/			
On June 8th, 2018	_before me, <u>A</u> ≤h		otary public	<u> </u>
	(ins	sert name and title o	of the officer)	7
personally appeared Victor	and Condi	., <	a Pozza	7/4
who proved to me on the basis of s subscribed to the within instrument his/her/their authorized capacity(ie- person(s), or the entity upon behalf	t and acknowledged s), and that by his/he	to me that he/she/tl er/their signature(s)	ney executed the sa on the instrument th	me in
I certify under PENALTY OF PERJ paragraph is true and correct.	URY under the laws	of the State of Cali	fornia that the foreg	oing
WITNESS my hand and official sea	al.	O SELLO	ACH COUL	ſ
Signature	(Se	eal)	ASH SOHAL COMM # 2172173 NOTARY PUBLIC-CALIFORNIA U LOS ANGELES COUNTY MY COMM. EXP. NOV. 17, 2020	
$\rightarrow \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \$		_		



W.O. 3002371815 VICTOR M. & SANDRA POZZO APN: 1220-31-002-002

EXHIBIT "A" EASEMENT

A portion of the Southwest quarter of Section 31, Township 12 North, Range 20 East, M.D.M., Douglas County, Nevada; situated within that Parcel of land described as Parcel 11-B of Parcel Map #2 for Mark W. Neddenriep, recorded as File Number 275207 on April 7, 1992, Official Records of Douglas County, Nevada.

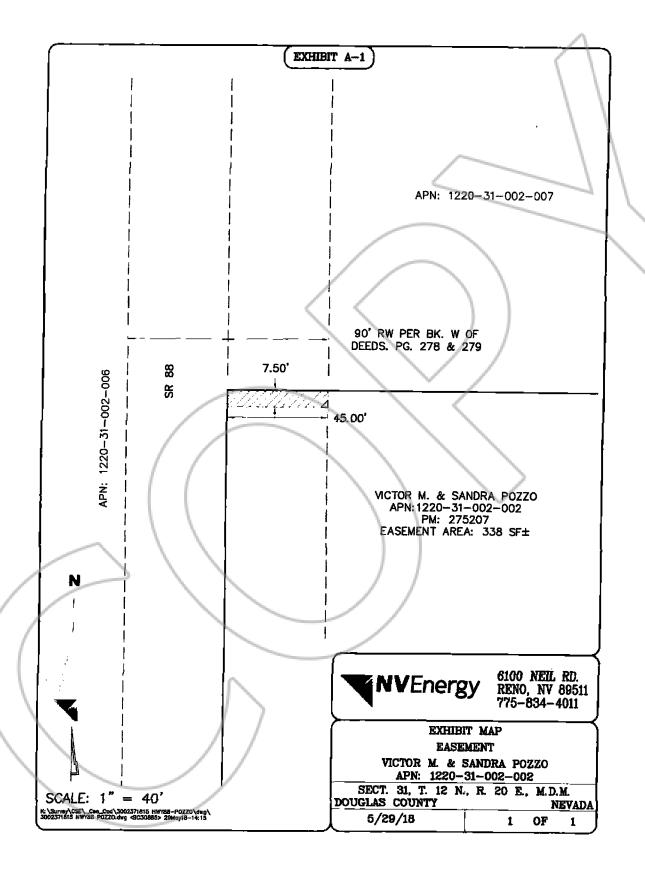
An easement being the North 7.5 feet of the West 45 feet of said Parcel;

Said Easement existing in a 45 foot wide Right of Way per Book W of Deeds, Page 278 & 279:

Said Easement contains 338 square feet more or less.

See Exhibit "A-1" attached hereto and made a part thereof.

Prepared by Brett Clarke





Douglas County Recorder's Office Karen Ellison, Recorder

http://recorder.co.douglas.nv.us kellison@co.douglas.nv.us (775) 782-9027

LEGIBILITY NOTICE

The Douglas County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties right may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed, it may not reproduce a legible copy.

m machin

Signature

Printed Name

TAMORE TO

Date

MAILING ADDRESS: P.O. Box 218, Minden, Nevada 89423 Main phone (775) 782-9025 - FAX (775) 783-6413